

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

JONATHAN BOOTH \*  
  
vs. Plaintiff, \*  
  
\* Civil Action No.  
  
STATE OF MARYLAND, *et al.*, \* JFM-02-160  
  
Defendants. \*

\* \* \* \* \*

**IN THE CIRCUIT COURT  
FOR BALTIMORE CITY**

JONATHAN BOOTH \*  
  
vs. Plaintiff, \*  
  
\* Civil Action No.  
  
STATE OF MARYLAND, *et al.*, \* 24-C-005259  
  
Defendants. \*

\* \* \* \* \*

**SETTLEMENT AGREEMENT AND RELEASE**

JONATHAN BOOTH, his heirs and assigns, for and in consideration of the terms and conditions that are reflected in the letter annexed as Exhibit A to this agreement, the receipt and sufficiency of which is hereby acknowledged, does

hereby remise, release and forever discharge the State of Maryland, and its employees and officials, its heirs, successors and assigns, William Jednorski, his heirs, successors and assigns, LaMont Flanagan, his heirs, successors and assigns, Herbert Aiken, his heirs, successors and assigns, and Michael Joiner, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all **KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN** bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the undersigned or by any and all other persons, associations and corporations, whether herein named or referred to or not, which arise or may arise from, or based upon, the subject matter of the above-captioned actions.

FURTHER, in consideration of the above payment the **UNDERSIGNED** **ALSO EXPRESSLY DECLARES AND AGREES:**

(1) That all claims, past, present, or future, are disputed and, pursuant to Maryland Annotated Code, State Government Article §12-107(c)(2000), by accepting the payment listed above from the State of Maryland, I agree that this a full and final settlement of the claims of this case, and that payment or settlement of this case shall never be treated as evidence of liability, nor as an admission of

liability or responsibility at any time or in any manner whatsoever, by any

Defendant;

(2) That this release covers and includes all claims in this case, several or otherwise, past, present, or future, which can or may ever be asserted by any person or persons, as heirs, or otherwise, as the result of injuries or death and/or damages as aforesaid or the effects or consequences thereof,

(3) That this full and final release shall cover and include all and any future injuries, death, and/or damages not now known to any of the parties hereto but which may later develop or be discovered, as a result of the claims in this case, including the effects or consequences thereof and including all causes of action therefor;

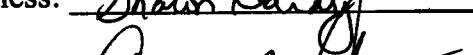
(4) That the undersigned will indemnify and hold harmless the said parties released hereby, against loss, including counsel fees, from any and every claim or demand of every kind and character, including claims for contribution, which may be asserted by the undersigned by reason of said occurrence, injuries and/or damages or the effects of consequences thereof.

THE AFOREMENTIONED DECLARATIONS, STIPULATIONS, AND AGREEMENTS SHALL BECOME BINDING UPON DELIVERY OF THE CONSIDERATION HERETOFORE DESCRIBED.

In witness whereof, the hand and seal of the undersigned is set hereunto this

10<sup>th</sup> day of May, 2004.

## **READ CAREFULLY BEFORE SIGNING**

Witness: Shawn Hardy  
  
JONATHAN BOOTH (seal)

219-80-3006

**STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:**

On this 10<sup>th</sup> day of July, 2004, before me personally appeared  
Jonathan F. Booth to me personally known, and know to be the person  
individually described in and who executed the above instrument and who acknowledged  
to me the act of signing and sealing thereof.

Marion Hardy  
Notary Public

My Commission expires: 2/22/05